



RECEIVED

2004 APR 20 AM 8:51

T.R.A. DOCKET ROOM

BellSouth Telecommunications, Inc
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

Guy M Hicks
General Counsel

615 214 6301
Fax 615 214 7406

April 19, 2004

VIA HAND DELIVERY

Hon Deborah Taylor Tate
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and DIECA Communications, Inc d/b/a Covad Communications Company Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 04-00121

Dear Chairman Tate

Pursuant to Section 252(e) of the Telecommunications Act of 1996, DIECA Communications, Inc d/b/a Covad Communications Company and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated December 19, 2001. The Amendment deletes adds LQS terms and conditions to Attachment 2.

Thank you for your attention to this matter

Sincerely yours,

Guy M Hicks

cc: Douglas Carlen, Esq , Covad Communications Company
William H Weber, Covad Communications Company

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and DIECA Communications, Inc. d/b/a Covad Communications Company Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

**PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND DIECA COMMUNICATIONS, INC. D/B/A COVAD COMMUNICATIONS
COMPANY PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated December 19, 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Covad and BellSouth state the following:

1. Covad and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Covad. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on February 23, 2004.

2. The parties have recently negotiated an Amendment to the Agreement which adds LQS terms and conditions to Attachment 2. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Covad and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Covad within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Covad and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Covad and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 19th day of April, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

By. 

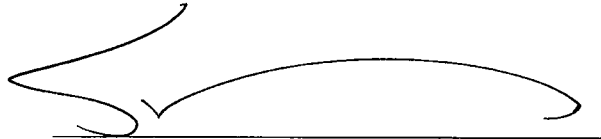
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 19th day of April, 2004:

Douglas Carlen, Esq.
Assistant General Counsel
Covad Communications Company
3420 Central Expressway
Santa Clara, CA 95051

William H. Weber
Vice President, External Affairs
Covad Communications Company
1230 Peachtree Street, NE
19th Floor, Promenade II
Atlanta, GA 30309



Guy M. Hicks

**AMENDMENT TO THE AGREEMENT
BETWEEN
DIECA COMMUNICATIONS, INC. d/b/a COVAD COMMUNICATIONS COMPANY
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 19, 2001**

Pursuant to this Amendment, (the "Amendment"), DIECA Communications, Inc d/b/a Covad Communications Company ("Covad"), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 19, 2001 ("Agreement") to be effective on the date of the last signature executing the Amendment

WHEREAS, BellSouth and Covad entered into the Agreement on December 19, 2001, and,

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

1 The Parties agree to add the following language to Attachment 2 of the Agreement

2 12 For purposes of this Amendment, "LQS Bulk List" or "Bulk List" refers to an electronic file made available by BellSouth to Covad on at least a monthly basis via a mutually agree upon method

2 12 1 The Bulk List is a single bulk file of ADSL qualified numbers across the BellSouth region, and the Bulk List will contain, at a minimum, a list of all BellSouth telephone numbers qualified for ADSL service including, at a minimum, the following

2 12 1 1 Information sufficient to allow Covad to determine, for each telephone number on the Bulk List, loop length and whether the loop can reach the customer premise without traversing fiber (i.e., is it an all-copper loop?),

2.12 1 2 All fields contained in the External Response string (the first 2 rows of data) of BellSouth's Loop Qualification System (LQS) desktop application for qualified telephone numbers,

2 12 1 3 A field for distinguishing between Central Office (CO) qualified numbers, CO-qualified numbers requiring pair rearrangements, and non-CO qualified numbers For purposes of this Amendment, a "CO-qualified number" indicates a telephone number served by an all-copper loop (or capable of being served by an all copper loop after pair rearrangement) between the CO and the end-user premises

2 12 2 Covad will not distribute the LQS Bulk List to third parties
Notwithstanding this restriction, BellSouth understands that Covad uses

the BellSouth LQS Bulk List together with Covad's proprietary information to develop a list of customers that Covad believes are likely to qualify for Covad's DSL services ("Prequalified DSL Customer List") The Prequalified DSL Customer List will consist of the LQS Bulk List and Covad's proprietary information BellSouth acknowledges that Covad may supply the Prequalified DSL Customer List to Covad's wholesale partners and its affiliated ISP, Covad net (collectively, "Wholesale Partners") for the sole purpose of allowing Covad's Wholesale Partners to market Covad's DSL services either alone or as part of a bundle of telecommunications services Nothing in this Agreement shall be construed to prevent Covad from providing the Prequalified DSL Customer List to Covad's wholesale partners

- 2 12 3 The Parties acknowledge that they disagree about whether BellSouth is required by applicable law to provide the Bulk List to Covad Nevertheless, Covad agrees to adhere to the terms and conditions enumerated below, and BellSouth agrees to provide Covad with access to LQS and a Bulk List of ADSL qualified customers from LQS subject to the change of law provisions in the Agreement
- 2 12 3 1 BellSouth makes no claim as to the accuracy or completeness of either LQS or the Bulk List
- 2 12 3 2 Covad is responsible for acting within the local, state, and federal law governing the use of the Bulk List for the purpose of, but not limited to, marketing of its own DSL service through direct mail or telemarketing Furthermore, Covad hereby agrees to refrain from abusive telemarketing practices
- 2 12 3 3 Covad agrees to use the LQS information and the Bulk List and/or any information directly derived from the Bulk List for the sole purpose of qualifying and selling its own DSL services (whether alone or in a package of other offerings) Covad will not disclose the stand-alone LQS information and/or the Bulk List to third parties, except as captured in the Prequalified DSL Customer List
- 2 12 3 4 Covad will not use the Bulk List for the purpose of conducting research, marketing, qualifying, or selling products and/or services other than its own DSL services. This paragraph shall not be construed in a manner that would prevent Covad from providing the Prequalified DSL Customer List to its Wholesale Partners Covad agrees, however, that its Wholesale Partners will not use the Prequalified DSL Customer List for any purpose other than to market Covad's wholesale DSL services either alone or as part of a bundle of telecommunications services
- 2 12 3 5 BellSouth agrees to give Covad 30 days written notice should it ever intend to discontinue providing the Bulk List to Covad In the event that Covad's right to the Bulk List is ever terminated, Covad agrees, upon written request of BellSouth, to immediately destroy or return all copies and/or components of the Bulk List For purposes of this paragraph, the

term "immediately" shall be defined as a period of time not to exceed forty-eight (48) hours

- 2 All of the other provisions of the Agreement, dated December 19, 2001, shall remain in full force and effect
- 3 Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year
written below

BellSouth Telecommunications, Inc.

By 

Name Kristen E Rowe

Title Director

Date 3/16/04

**DIECA Communications Inc. d/b/a
Covad Communications Company**

By 

Name: James A. Kirkland

Title SVP & General Counsel

Date: 3/9/04